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AGREEMENT
BETWEEN
THE CITY OF ALBUQUERQUE
AND
LOCAL 3022 AFSCME, COUNCIL 18, AFL-CIO

Effective July 1, 2006 through June 30, 2008

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- 1 1. **Authority:** This Agreement has been made and entered into by and between the
2 City of Albuquerque (hereinafter "Employer") and Local 3022, City of Albuquerque
3 M-Series Employees, of the American Federation of State, County and Municipal
4 Employees, Council 18, AFL-CIO (hereinafter "Union") pursuant to the City of
5 Albuquerque Labor-Management Relations Ordinance.
6
- 7 2. **Preamble:** The Union and Employer recognize the mission, goals and obligations
8 of the City of Albuquerque as a provider of services to the citizens of the City
9 through its employees. The parties further recognize that it is in the best interest of
10 the parties, the employees and the public that all dealings between the parties
11 continue to be characterized by mutual responsibility and respect. This Agreement
12 shall provide terms and conditions of employment for employees covered herein
13 and a procedure to resolve grievances. The Union shall not file a grievance or
14 entertain a grievance from an employee that only alleges a violation of this Article.
15
- 16 3. **Agreement Control:** This Agreement has been negotiated in accordance and
17 compliance with the Employer's Labor-Management Relations Ordinance and the
18 laws of the State of New Mexico. If there is any conflict between the Agreement
19 and the Labor-Management Relations Ordinance, the Ordinance shall control. If
20 there is any conflict between this Agreement and the Employer's Merit system
21 Ordinance, department standard operating procedures, policies or Personnel
22 Rules and Regulations, this Agreement shall control.
23
- 24 4. **Recognition:** The Employer recognizes the Union as the sole and exclusive
25 representative in all matters establishing and pertaining to wages, hours and other
26 terms and conditions of employment for all employees in the stipulated bargaining
27 unit. The parties agree to the inclusion of eligible part-time M-Series employees in
28 the Union's bargaining unit.
29
- 30 5. **Accretion**
31
- 32 5.1. The City and the Union will identify positions that are jointly identified to be
33 either included or excluded from the bargaining unit. These positions will be
34 included or excluded from the bargaining unit when the employee currently
35 occupying the position leaves the position identified on the "Questionable" List
36 ("Q" List) or "Union" List ("A" Lists) prepared by the City's Human Resources
37 Department. Recommendations by either the Union or the City to include or
38 exclude positions from the bargaining unit shall be brought to the Union-
39 Employer Committee (UEC) for consideration.
40
- 41 5.2. If the parties agree that any such employees or job titles are eligible for
42 inclusion in the bargaining unit, those employees agreed upon shall be added
43 into the Stipulated Bargaining Unit by further stipulation of the parties. At this
44 time,-the Employer shall identify positions or employees who should be
45 excluded from the unit under the City of Albuquerque's Labor-Management
46 Relations Ordinance. If the parties cannot reach agreement, the Union or the

1 Employer may submit the question of whether any such employees or job titles
2 are eligible for inclusion in the bargaining unit under the City of Albuquerque
3 Labor-Management Relations Ordinance to the City of Albuquerque Labor
4 Management Relations Board for determination. The determination(s) of the
5 Labor-Management Relations Board will be final, with neither side appealing
6 such determination(s) further. Both parties shall advise the Labor-Management
7 Relations Board that it is their mutual desire, intention and agreement that any
8 job titles or employees resolved by the Labor-Management Relations Board in
9 favor of the Union or the Employer will be added to or deleted from the
10 Stipulated Bargaining Unit.

11 12 **6. Union Rights**

13
14 6.1. Neither party shall interfere with the internal operations of the other party.
15 Employee conversations related to the Union or politics that do not interfere
16 with employee productivity and performance shall not be prohibited.
17

18 6.2. The Union shall have the right to elect or appoint Union representatives and
19 stewards in accordance with the Union's internal constitution and policies.
20 Union representatives and stewards are recognized as Union leaders at
21 worksites. Union representatives and stewards shall have reasonable access
22 to the premises of the Employer after giving appropriate notice. Such
23 visitations shall be for the purpose of administering this Agreement. Union
24 representatives or stewards may request meetings as needed to prevent,
25 clarify or resolve a problem. Union representatives and/or stewards may only
26 meet with employees during the employee's work time if the meeting is
27 approved in advance by the employee's supervisor.
28

29 6.3. Employees who are appointed to the Union's negotiating team shall be
30 granted leave with pay to participate in the negotiation process in accordance
31 with the Merit System Ordinance and Administrative Instruction 7-24.
32

33 6.4. The Union shall be provided paid leave under the following circumstances:
34

35 6.4.1. A Union steward who schedules a meeting with an Employer
36 representative during the workday shall be credited with paid leave or the
37 time shall be considered time worked for duration of the meeting provided
38 the Employer representative and the Union steward's direct supervisor
39 have agreed to schedule the meeting. The Union shall provide the
40 Employer with a list of Union stewards each year or as changes are made.
41 For the purposes of this provision, all Union officials shall be considered
42 stewards.
43

44 6.4.2. A Union steward or other Union representative may schedule a meeting
45 with an employee during the workday provided the meeting takes place
46 during the employee's lunch or break period. If an employee with whom

1 the Union wishes to meet during the workday does not have a scheduled
2 unpaid lunch or break period, the employee and the steward or other
3 Union representative shall be provided a maximum of thirty (30) minutes to
4 meet provided the issue to be discussed is directly related to the
5 administration of this Agreement and the immediate supervisor has
6 approved the meeting. The approval shall not be unreasonably denied.
7

8 6.4.3. A Union steward shall be on paid time when attending a pre-
9 determination hearing requested by a bargaining unit employee, a
10 grievance hearing when requested by a bargaining unit employee and a
11 Labor or Personnel Board meeting when charges or other matters directly
12 affecting employees represented by the steward are being addressed.
13 Unless otherwise approved by the Employee Relations Officer, the Union
14 shall be limited to one (1) employee representative on paid leave per
15 hearing.
16

17 6.4.4. The President/designee shall be provided a maximum of sixteen (16)
18 hours paid leave per week to facilitate positive labor-management relations
19 between the Employer and employees represented by the Union and to
20 resolve issues at the lowest possible level. The President may designate
21 an alternative employee for this leave provided the President is on
22 approved leave for the time designated.
23

24 6.4.5. The Union President/designee shall submit a written tentative schedule
25 of Union activity to the President/designee's immediate supervisor prior to
26 the beginning of each week's Union work. Changes in these schedules
27 shall be brought to the immediate supervisor's attention as soon as
28 possible. The President/designee shall submit a written log of activities
29 related to this paid time to the Union President's/designee's immediate
30 supervisor and the Employee Relations Officer following each week of
31 Union work. The log shall be submitted no later than the week following
32 the activities.
33

34 6.4.6. A Union member may be granted a leave without pay for up to one (1)
35 year. Conducting Union business shall not be a reason for denying a
36 request for leave without pay. The employee shall be allowed to maintain
37 benefits during leave without pay status and shall be responsible for full
38 contributory benefits when in unpaid status for more than one (1) full pay
39 period. The Employer shall return and employ the member who has taken
40 leave without pay to the same or equivalent position, status and pay
41 including any anniversary increases or general wage increases paid to
42 employees of the bargaining unit during the Union member's leave. It will
43 be the responsibility of the Union member to contact the Human
44 Resources Department Insurance and Benefits office manager to make
45 proper arrangements.
46

6.5. Union Access and Communication

6.5.1. The Employer shall provide the Union with an Employer bulletin board dedicated exclusively for Union use at each worksite to post Union approved material. The Union steward at the worksite and the worksite supervisor will jointly designate the space provided. The posted literature shall not include politically partisan material or any content that is personally derogatory.

6.5.2. Properly labeled outside and inter-departmental mail addressed to employees and Union representatives shall be treated as confidential and shall not be opened by office personnel. Mail sent from the Employer's Human Resources or Employee Relations departments or their successors shall not be opened by office personnel.

6.5.3. The Union shall be permitted to meet new employees at each new employee orientation meeting attended by bargaining unit employees. The Union may meet with the employees before and after the orientation and during any break scheduled by the Employer. If the Union assigns an employee to represent the Union at an orientation meeting, the employee may only use paid Union leave if the leave and the approval of the leave are taken in accordance with the provisions set forth in Article 6.4 herein.

6.6. Bargaining Unit Information

6.6.1. The Employer shall provide the Union at least once every three (3) months one (1) computer diskette or compact disc containing the following information:

6.6.1.1. Names of bargaining unit employees;

6.6.1.2. Organizational code for each name and a key for each organizational code;

6.6.1.3. Date of hire for each employee;

6.6.1.4. M Series grade for each bargaining unit employee

6.6.1.5. Current hourly rate for each employee;

6.6.1.6. FLSA status for each employee, and

6.6.1.7. The number of employees enrolled in the Employer's group insurance programs.

6.6.2. The Union shall return the diskette or compact disc to the Employer after its use.

6.6.3. The Employer's department representatives shall assist the Union with the identification of current employee worksites. The assistance shall be provided upon requests from designated Union representatives.

1 6.6.4. The information provided shall be kept confidential and shall be used for
2 the purpose of administering the Agreement.
3

4 **6.7. Payroll Deduction** 5

6 6.7.1. Upon receipt of a signed authorized membership dues deduction card,
7 the Employer shall deduct membership dues levied by the Union in
8 accordance with the Union's constitution and by-laws. The Union shall
9 designate in writing to the Employer's Central Payroll Office Manager the
10 amount of the deduction. If the amount changes, the change shall be
11 communicated in writing by the Union to the Employer. All deductions,
12 including new deductions or changes in the amounts of the deductions,
13 shall begin the first full pay period after the Employer receives the written
14 notice of change. Deductions shall be made each bi-weekly pay period
15 unless terminated in accordance with the provisions set forth herein.
16

17 6.7.2. The Employer's DFAS Central Payroll Office shall forward to the Union
18 all dues withheld pursuant to valid authorization cards. The Union shall
19 inform the Central Payroll office manager in writing where the dues should
20 be sent. The transmission of the dues by the Employer to the Union shall
21 take place no later than the end of the following pay period. The
22 transmission shall include a roster of the employees for whom the
23 deductions have been made.
24

25 6.7.3. An employee may authorize payroll deduction amounts in excess of the
26 dues levied by the Union. The employee shall sign a separate
27 authorization form in order to initiate this deduction.
28

29 6.7.4. An employee may terminate dues deduction by submitting a written
30 request for termination of the deduction during the first week of July to the
31 Union President. The President shall forward the termination request to the
32 DFAS Central Payroll Office within one (1) week after receipt of the
33 termination notice. The deduction shall terminate the first full pay period
34 after the Employer receives the termination request.
35

36 6.7.5. The Employer shall terminate an employee's dues deduction if the
37 employee leaves the bargaining unit for any reason. The deduction shall
38 terminate the first full pay period after the employee leaves the bargaining
39 unit. The Union shall receive notice of the termination on reports submitted
40 by the Employer to the Union as required by this Agreement.
41

42 6.7.6. The Union shall indemnify, defend and save the Employer harmless
43 against any and all claims, demands, suits or other forms of liability that
44 shall arise out of or as a result of any conduct taken by the Employer for
45 the purpose of complying with this section.
46

1 **6.8. Fair Share**

2
3 6.8.1. The Employer shall, for the duration of this Agreement, deduct from any
4 employee's pay for each pay period of each month Union dues provided
5 the employee submits an authorization thereof. The deductions shall be
6 made and transmitted to the Union in the manner set forth under Article
7 6.7.2 of this Agreement.

8
9 6.8.2. Payment of an agency fee by non-union bargaining unit employees has
10 been authorized by Resolution of the Albuquerque City Council. The
11 Resolution requires an adequate showing by the Union that at least 50% of
12 the employees in the bargaining unit are members in good standing with
13 the Union at the time the agency fee is implemented and the threshold
14 percentage is maintained while the agency fee is in place.

15
16 6.8.3. The Resolution further requires that any agency fee provision negotiated
17 pursuant to the Resolution comply with all state and federal legal
18 requirements.

19
20 6.8.4. The parties agree to implement an agency fee for non-union
21 employees subject to the provisions set forth in paragraphs 2 and 3 above and the
22 following additional conditions:

23
24 6.8.4.1. The Union shall retain an independent auditor to audit its receipts
25 and expenditures on an annual basis.

26
27 6.8.4.2. The Union will publish the results of the audit, including an
28 adequate explanation of the agency fee, to bargaining unit
29 employees.

30 6.8.4.3. Bargaining unit employees shall have thirty (30) days to file a
31 challenge to the apportionment of the agency fee.

32
33 6.8.4.4. An impartial decision maker shall hear any challenge.

34
35 6.8.4.5. The amount of the agency fee shall only include costs permitted
36 under applicable federal and state case law. The determination of
37 these costs shall be made from the most recently available audited
38 financial reports cited in paragraph (a) above. If a court of competent
39 jurisdiction rules that certain costs included in the agency fee are
40 prohibited from inclusion or that the Resolution's limitations legally
41 prohibit the inclusion of certain costs, the agency fee amount shall be
42 modified accordingly.

43
44 6.8.4.6. Under no circumstances shall non-union employees be required
45 to contribute towards the Union's social, political or charitable

activities; nor shall any non-union employee be subject to any retaliation for refusal to contribute to such activities.

6.8.4.7. The Union has the burden of proving before the impartial decision maker that its costs were properly apportioned to the agency fee.

6.8.4.8. Any portion of the agency fee that is specifically challenged shall be held in escrow until resolution of the challenge.

6.8.4.9. To the extent permitted by Law, the Union shall indemnify and hold harmless, including payment of attorney fees and costs for counsel chosen by agreement of the parties, for any claim or challenge to this article or the imposition of an agency fee.

6.8.4.10. Once the appropriate amount of the agency fee for the most recent twelve (12) month audit has been determined, the Employer agrees to deduct that amount from the pay of non-union employees for the twelve (12) months subsequent to the determination.

6.8.4.11. The Employer shall make the agency fee payment deductions for employees in the bargaining unit who do not submit an authorization form for Union dues deduction or pay the Union dues by another method identified by the Union.

6.8.4.12. The Employer shall make employee payroll deductions for agency fee payments upon notification to the non-dues-paying employee of the amount and reason for such payment.

6.8.4.13. All money deducted from wages for agency fee payments shall be remitted to the Union after the payday covering the pay period of deduction in the same manner as dues are remitted under Article 6.7.2. If any employee has insufficient earnings for the pay period, no agency fee payroll deduction will be made for that employee for that pay period.

6.8.4.14. If, as a result of litigation, changes to this Article become necessary, the parties will meet to negotiate the issues.

7. Employer's Rights:

Subject to existing law, the City reserves the following rights:

7.1. To direct the work of its employees;

7.2. To hire, promote, evaluate, transfer and assign employees;

7.3. To demote, suspend, discharge or terminate employees for just cause;

- 1 7.4. To determine staffing requirements;
2 7.5. To maintain the efficiency of the City government in emergencies, and
3 7.6. To manage and to exercise judgment on all matters not specifically prohibited
4 by this Article or by the Agreement.”
5

6 **8. Union-Employer Committee**

7
8 8.1. A Union-Employer Committee (UEC) shall be established. The UEC shall be
9 composed of two (2) employees appointed by the Union and two (2)
10 employees appointed by the Employer. The UEC shall normally meet during
11 the employee workday on a monthly basis. Overtime shall not be paid to an
12 employee for time spent on the UEC.
13

14 8.2. The parties agree to include in the meetings additional persons as the need for
15 their attendance arises.
16

17 8.3. The UEC shall address the implementation of this Agreement and any other
18 issue of concern to either party. The parties shall include bargaining unit
19 accretion and deferred compensation: catch-up deferral as issues for
20 discussion. The parties shall prepare and exchange agenda items at least
21 three (3) work days in advance of the meeting, unless mutually agreed
22 otherwise.
23

24
25
26
27 8.4. The UEC shall not be permitted or empowered to negotiate any provision that
28 amends this Agreement or any provision that violates this Agreement.
29

30 **9. Disciplinary Action**

31
32 9.1. The Employer may discipline employees by written reprimand, suspension,
33 demotion or dismissal for just cause. An employee may elect to have a Union
34 representative present at any step of the disciplinary process or at a meeting
35 at which the employee has reason to believe disciplinary action will be
36 discussed.
37

38 9.2. The Employer reserves the right to investigate employee behavior that the
39 Employer believes may be behavior that will lead to disciplinary action. An
40 employee under investigation shall be informed in writing that the employee is
41 being investigated no later than fifteen (15) work days after the Employer
42 discovered or reasonably should have discovered the act or omission that
43 precipitated the investigation. An investigation shall normally be completed
44 within six (6) months after discovery of the act or omissions cited above. If the
45 Employer determines that the investigation needs to be extended beyond the
46 six (6) month limit, the Employer shall notify the employee in writing that the

1 investigation will be extended. The affected employee or the employee's Union
2 representative may request a verbal status report on the investigation from the
3 employee's supervisor or designee. The supervisor or designee shall provide
4 the status report provided the supervisor or designee shall not be required to
5 provide information that may jeopardize the integrity of the investigation.
6

7 9.3. . Before discipline is imposed, an employee shall be notified of the reasons for
8 which the discipline is contemplated, a summary of the evidence against the
9 employee and the employee's right to respond to the proposed action. After
10 providing the employee with the notice of contemplated action and before the
11 employee makes any written or oral response, the supervisor contemplating
12 the discipline shall request review by the Employer's Employee Mediation
13 Program Coordinator of the circumstances on which the contemplated action is
14 based in an effort to avoid the discipline. Mediation shall occur if it is deemed
15 appropriate by the parties. The mediation shall be conducted in accordance
16 with the Employer's Rules and Regulations. After this review or if the mediation
17 is unsuccessful, the supervisor may continue the contemplated disciplinary
18 procedure by giving the employee the right to respond to the notice of
19 contemplated action at a pre-determination meeting. The employee shall
20 receive notice of the pre-determination meeting no later than four (4) days prior
21 to the meeting.
22

23 9.4. The City shall normally notify an employee whether or not the City has decided
24 to impose discipline within two (2) months after the close of the pre-
25 determination meeting cited in paragraph 1.3 above. If the City does not make
26 its disciplinary decision within the two (2) month period, the City will notify the
27 employee in writing that the decision will be delayed.
28

29 9.5. Suspensions shall not exceed ninety (90) calendar days for any offense. The
30 Employer's Chief Administrative Officer (CAO) or designee or department
31 director has the option, on a suspension of five (5) days or less, to prohibit the
32 employee from attending the work place or to allow the employee to work
33 through a suspension with pay. Fair Labor Standards Act employees may not
34 be suspended for less than one (1) workweek except as permitted by the Fair
35 Labor Standards Act. Disciplinary actions, with the exception of dismissals,
36 may be held in abeyance for no more than six (6) months. The CAO or
37 designee, a department director or acting director may impose any discipline.
38 A division manager may issue a reprimand and suspend an employee for five
39 (5) days or less after informing the department director. An employee's
40 immediate supervisor may issue a reprimand after informing the division
41 manager or department director.
42

43 9.6. All disciplinary actions shall be recorded in the employee's personnel file.
44 Disciplinary actions held in abeyance will not be forwarded to the personnel file
45 until the disciplinary action is served. A written reprimand placed in an
46 employee's personnel file shall not be used as evidence in a subsequent

disciplinary proceeding if the reprimand was issued more than four (4) years prior to the subsequent disciplinary proceeding and the employee has not received any discipline during the interim four (4) year period.

9.7. Subject to existing law, disciplinary proceedings, including written reprimands and case materials, shall normally be kept confidential. This provision shall not be interpreted in a manner that prevents a department director or designee from reviewing the material for legitimate business reasons.

9.8. Generally, discipline shall be progressive. This standard, however, shall not be interpreted in any manner that prevents the Employer from imposing an appropriate penalty on an employee whose offense is egregious enough to warrant the discipline without progressive discipline.

10. Grievance Procedure

10.1. This grievance procedure shall provide a means for reconciling complaints concerning disciplinary actions and alleged violations of this Agreement. The purpose of this procedure is to promote harmonious relations among employees, the Union and the Employer, to encourage the settlement of discipline and Agreement disagreements informally at the employee-supervisor level, to resolve grievances as quickly as possible and to discourage the filing of unfounded grievances.

10.2. A "grievance" shall be defined as any alleged violation of this Agreement including violations of the corrective/disciplinary action article.

10.3. If an employee wishes to appeal a demotion or termination disciplinary action that is subject to this Grievance Procedure, the employee shall elect to use this Grievance procedure or the City's Merit System Ordinance to appeal the action. An employee who elects to use the Ordinance to appeal a demotion or termination disciplinary action shall file a written notice of appeal with the City no later than ten (10) days after receiving the written disciplinary action notice. An employee who decides to use this Agreement's Grievance Procedure to appeal a demotion or termination disciplinary action shall file a written grievance with the City no later than ten (10) working days after receiving the written demotion or termination disciplinary action notice from the City. If the employee decides to use this Grievance Procedure, the employee may not also use the Merit System Ordinance to appeal the demotion or termination disciplinary action. If the employee utilizes the Merit System Ordinance appeal procedures for a demotion or termination disciplinary action, the employee may not use the Agreements Grievance Procedure appeal procedures. The employee's decision shall be irrevocable. If the Union, at a later date, decides that the employee's grievance is not meritorious and withdraws the grievance, the employee may not submit an appeal of the

1 demotion or termination disciplinary action through the Merit Systems
2 Ordinance.
3

4 10.4. The time limits set forth in this procedure shall be considered maximum
5 time limits. If the Employer does not respond to a grievance or a grievance
6 appeal within the time limits set forth herein, the grievance shall be considered
7 automatically appealed to the next step. If an employee does not file a
8 grievance or appeal a grievance resolution in a timely manner, the grievance
9 shall be considered null and void. Time limits may only be waived or
10 suspended by the parties through a written agreement of the parties.
11

12 10.5. An employee may be accompanied by a Union representative at any
13 step of this procedure.
14

15 10.6. An employee may file a grievance without the intervention of the Union,
16 provided it is subject to the following limitations:
17

18 10.6.1. The grievance adjustment is consistent with the terms of this
19 Agreement.
20

21 10.6.2. At any hearing or meeting on a grievance brought by an
22 employee without the intervention of the Union, the Union shall be afforded
23 the opportunity to be present and make its views known.
24

25 10.6.3. An individual employee may not invoke the arbitration procedure
26 of this Agreement.
27

28 10.7. If a grievance affects two (2) or more employees, the grievance may be
29 filed by the Union on behalf of the employees.
30

31 10.8. Neither the grievant nor any participant in this grievance procedure shall
32 suffer any retaliation, discrimination, restraint, coercion or reprisal as a result of
33 filing a grievance or participating in the procedure.
34

35 10.9. A grievance must be filed in writing no later than ten (10) working days
36 after the grievant knew or reasonably should have known of the event or action
37 that precipitated the grievance. If the grievance is not filed within this time
38 period, the grievance shall be considered null and void.
39

40 10.10. An employee who believes a grievance may exist shall attempt to
41 resolve the matter by discussing the issue(s) with the employee's immediate
42 supervisor prior to filing a written grievance.
43

44 10.11. The filing of a grievance, or the intent to file, does not relieve any
45 employee of the employee's responsibility to perform any and all of the
46 employee's assigned duties promptly, efficiently and completely. This shall not

1 apply to an employee's refusal to perform a job duty in the presence of an
2 imminent threat of physical harm or death due to an unsafe working condition.

3 4 **10.12. Grievance Steps**

5
6 10.12.1. At any time during the processing of a grievance, an employee
7 and supervisor may attempt to mediate the dispute. The agreement to
8 mediate shall be executed in writing. Time limits will be suspended during
9 the mediation process unless the parties agree otherwise. Any agreement
10 reached by the parties during mediation shall be reduced to writing and
11 signed by the parties. The mediation shall be conducted in accordance
12 with the Employer's Rules and Regulations.

13
14 10.12.2. STEP ONE: To initiate a grievance, the employee shall submit
15 the grievance in writing to the employee's department director no later than
16 ten (10) working days after the employee knew or reasonably should have
17 known of the incident or action that precipitated the grievance. The
18 grievance shall include the employee's name, job title and work site, the
19 provision(s) of the Agreement alleged to have been violated, a description
20 of the grievance, the relief requested and the signature of the grievant. No
21 later than ten (10) working days after receiving the written grievance, the
22 department director shall submit a written response to the employee and
23 the employee's Union representative, if any.

24
25 10.12.3. STEP TWO: If the employee is not satisfied with the department
26 director's written disposition of the grievance, the grievance may be
27 appealed and addressed in the following manner:

28
29 10.12.3.1. If the grievance contests a discipline subject to the jurisdiction of
30 this Procedure, the employee shall submit the appeal by filing a
31 written appeal to the Employer's Chief Administrative Officer (CAO)
32 no later than ten (10) working days after the employee receives the
33 department director's written disposition.

34
35 10.12.3.2. If the grievance alleges a violation of this Agreement other than a
36 discipline violation, the employee shall submit the appeal to the
37 Employer's Employee Relations Director no later than ten (10)
38 working days after the employee received the department director's
39 written disposition.

40
41 10.12.3.3. If the department director does not submit the department
42 director's written disposition in a timely manner, the grievance shall
43 automatically be appealed to Step 2.

44
45 10.12.3.4. If the grievance contests a disciplinary reprimand or a suspension
46 of five (5) days or less, the Grievance Resolution Committee shall

1 convene a meeting to hear the grievance no later than ten (10)
2 working days after the CAO receives the appeal. The Committee shall
3 be composed in accordance with procedures established by the
4 Employer. The grievance meeting shall also be conducted in
5 accordance with these procedures provided the procedures comply
6 with the provisions of this Agreement. No later than ten (10) working
7 days after the grievance meeting is closed, the Committee shall
8 submit a written recommended resolution of the disciplinary grievance
9 to the CAO for consideration. A copy will be sent to the employee, the
10 employee's Union representative, if any, and the department director.
11 No later than ten (10) working days after receiving the
12 recommendation, the CAO shall submit a written decision to the
13 employee, the employee's Union representative, if any, the
14 department director and the Employee Relations Director stating
15 whether the CAO agrees with the proposed resolution, modifies the
16 proposed resolution or rejects the proposed resolution.
17

18 10.12.3.5. If the grievance contests a disciplinary demotion or termination,
19 the CAO shall submit a written determination to the employee, the
20 employee's Union representative, if any, the department director and
21 the Employee Relations Director no later than ten (10) working days
22 after the CAO received the appeal. The determination shall uphold,
23 modify or reject the department director's disciplinary
24 recommendation.
25

26 10.12.3.6. If the grievance claims an alleged violation of the Agreement
27 other than a discipline, the Employee Relations Director shall convene
28 a meeting to hear the grievance no later than ten (10) working days
29 after the Employee Relations Director received the written appeal
30 from the employee. No later than ten (10) working days after the close
31 of the meeting, the Employee Relations Director shall submit a written
32 disposition of the grievance to the employee, the employee's Union
33 representative, if any, and the department director.
34

35 10.12.4. STEP THREE: (Alleged contract violations other than contested
36 demotions or terminations)
37

38 10.12.4.1. If the Union and the employee are not satisfied with the
39 Employee Relations Director's written disposition or if the Employee
40 Relations Director does not submit the written disposition in a timely
41 manner, the Union may appeal the grievance to the Employer's
42 Labor-Management Relations Board by submitting a written appeal to
43 the Board. The parties shall interpret the Labor-Management
44 Relations Ordinance's thirty (30) day appeal time period to commence
45 on the day the Union received or should have received a copy of the
46 Employee Relations Director's written disposition.

1
2 10.12.4.2. The Labor-Management Relations Board shall schedule and
3 convene a hearing on the grievance in accordance with the
4 Employer's Labor-Management Relations Ordinance and Board's
5 Rules and Regulations.
6

7 10.12.4.3. The Labor-Management relations Board's decision may be
8 appealed by either party in accordance with the Labor-Management
9 Relations Ordinance's procedures.
10

11 10.12.5. STEP THREE (For demotions and terminations):
12

13 10.12.5.1. If the Union is not satisfied with the CAO's written disposition
14 regarding a demotion or termination, the grievance may be submitted
15 to final and binding arbitration by the Union but not by the individual
16 grievant within fifteen (15) working days after receipt of the written
17 response by the CAO.
18

19 10.12.5.2. Within fifteen (15) days of the written demand for arbitration, the
20 Union shall make a request for a panel of seven (7) arbitrators from
21 the Federal Mediation and Conciliation Service (FMCS) unless the
22 parties by such time agree upon an arbitrator.
23

24 10.12.5.3. Within fifteen (15) working days after receipt of a list of arbitrators,
25 the parties shall confer to select the arbitrator. The selection shall be
26 made by the Union and Employer alternately eliminating names. The
27 last name remaining shall be the arbitrator. The parties shall flip a
28 coin to determine who shall strike the first name. If either party fails or
29 refuses to strike a name from the list, the other party may request that
30 the FMCS unilaterally appoint an arbitrator to hear the matter. Once
31 an arbitrator is either selected by the parties or appointed by the
32 FMCS, the arbitrator shall have full jurisdiction.
33

34 10.12.5.4. The decision of the arbitrator shall be based upon the facts
35 established by the testimony and documents presented in the case.
36 The arbitrator shall be authorized to decide issues of arbitrability. The
37 arbitrator shall have no power to add to, subtract from, alter or modify
38 any of the terms of this Agreement, but may give appropriate
39 interpretation or application to such terms and apply appropriate relief.
40 The arbitrator shall not have authority to make an award which
41 includes a fine or other punitive damages or an award of attorney's
42 fees. Each party shall pay one-half (1/2) of the arbitrator's fees and
43 expenses. The arbitrator's decision shall be final and binding upon the
44 parties subject to the laws of the State of New Mexico. In arbitrations
45 challenging a disciplinary action, the Employer shall have the initial
46 burden of proof. If the arbitrator orders reinstatement of the employee,

1 the arbitrator's back pay award shall be limited to pay and benefits for
2 time lost less any compensation the employee earned after the
3 termination.
4

5 10.12.6. Complaints concerning suspensions in excess of five (5) days
6 shall not be subject to this Procedure. Contested suspensions in excess of
7 five (5) days shall be processed by the Employer's Personnel Board in
8 accordance with the Employer's Merit Ordinance and Personnel Board
9 Rules and Regulations.
10

11 11. **Work Week:** An FLSA non-exempt employee shall have a workweek of forty (40)
12 hours per week, eight (8) hours or ten (10) hours per day. Although a FLSA
13 exempt employee may have a regularly scheduled forty (40) hour workweek, a
14 FLSA exempt employee shall not have any entitlement to additional compensation
15 or paid leave other than those set forth in this Agreement. An employee's daily
16 work shift shall not be split into two (2) or more segments. An employee who
17 experiences a permanent change in the employee's work hours shall receive a
18 fourteen (14) day notice of the change. However, this requirement shall not apply
19 if the employee's department experiences an emergency. For the purposes of this
20 provision, an "emergency" shall be defined as a n unforeseen event beyond the
21 control of the City.
22

23 12. **Flex Time**

24
25 12.1.1. An employee may submit a request for a flex work schedule to the
26 employee's immediate supervisor. The request shall be in writing and shall
27 indicate the schedule requested.
28

29 12.1.2. The request shall be subject to approval by the employee's
30 immediate supervisor. The immediate supervisor's decision to approve or
31 deny the request shall be based on the business needs of the operations
32 as well as the employee's needs. If multiple employees within the same
33 work unit request flex-time schedules, the criteria set forth herein shall be
34 used by the immediate supervisor to determine whether or not to approve
35 any or all of the requests. Where all other factors are equal, the
36 determining factor shall be class seniority within the work unit or within
37 division where sections do not exist.
38

39 12.1.3. The immediate supervisor shall respond to flex-time schedule
40 requests with an explanation in a timely manner.
41

42 12.1.4. Flex schedules for employees who are eligible for overtime pay
43 shall not exceed forty (40) hours during a workweek.
44

1 12.1.5. Flex-time schedules in existence at the time this Agreement is
2 executed shall be considered in accordance with the provisions set forth
3 herein.
4
5
6
7

8 **13. Light Duty/Modified Work assignments**

9

10 13.1. Light duty/modified work assignments are provided for employees who
11 have suffered on-the-job injuries or illness.
12

13 13.2. If an employee suffers a work-related injury or illness and the Employee
14 Health Clinic determines that the employee is unable to perform all of the
15 essential functions of the employee's job due to the employee's work-related
16 injury or illness, the employee shall participate in the light duty/modified work
17 program as directed by the Risk Management and Human Resources
18 Directors or designees.
19

20 13.3. Any modified work assignments will comply with applicable federal, state
21 and local laws and regulations, including, but not limited to, the Americans with
22 Disabilities Act, the Family and Medical Leave Act and the State of New
23 Mexico Workers' Compensation Act.
24

25 13.4. An employee who returns to work on light duty assignment shall be paid
26 no less than the employee's last salary. An employee who returns to work on
27 modified work assignment will be paid in accordance with the range of the new
28 position.
29

30 **14. Overtime**

31

32 14.1. As a condition of employment, employees may be required to work
33 overtime. Overtime work for City employees is generally discouraged;
34 however when overtime is required for non-exempt employees, compensation
35 must be in accordance with the Fair Labor Standards Act (FLSA) and this
36 Agreement. Paid time will be considered hours worked for purposes of
37 calculating overtime.
38

39 14.2. A non-exempt employee shall not work more than the regularly
40 scheduled forty (40) hour workweek without prior approval of the department
41 director or immediate supervisor as designated by the director. Working
42 overtime without prior approval is considered just cause for disciplinary action
43 up to and including termination.
44

45 14.3. Overtime payment may be in the form of cash or compensatory time,
46 which is limited to a maximum accrual of sixty (60) hours. All accrued

compensatory time must be utilized within 180 days of accrual. If not used the balance shall be paid to the employee on the next regularly scheduled payroll.

14.4. Each section, or division where sections do not exist, shall maintain a class seniority list in descending order where the most senior non-exempt employee is listed first.

14.5. If overtime is required in a division or section, the division manager or section head shall schedule overtime to non-exempt employees on the basis of seniority unless the division manager or section head determines in good faith that the overtime assignment requires specific job skills/license/experience that warrant the assignment of an employee who may not be most senior. Non-exempt employees shall be offered overtime work on a rotational basis from the class seniority list, the first employee on the list being offered overtime first. When an employee works the requested overtime, the employee shall be rotated to the bottom of the list. If an employee declines overtime, the subsequent employee on the list shall be offered the overtime until all employees on the list have been offered the overtime. If all non-exempt employees decline overtime work the Employer shall assign overtime on a rotational basis in reverse order of the class seniority list.

15. **Special License and Certification:** Employees who are required to maintain or renew a license or certification required for their job shall receive per diem and mileage in accordance with Employer travel regulations to attend certification exams unless an Employer vehicle is made available. Should such examination take place during the employee's regular work hours, time required for testing and reasonable travel time to and from the site of the exam shall be considered hours worked.

16. **Licenses and Certification:** Employees shall be responsible for obtaining licenses and certifications required for their job positions. The Employer shall reimburse employees the fees for renewals and classes required for maintenance of such licenses and certifications. The employee shall be responsible for ensuring that the employee meets all requirements of certification, including pertinent application and training credits. In-house training for employee licenses and certifications required for the employee's job shall be continued during the term of this Agreement in departments where the training currently exists.

17. **Standby Time:** The Employer's current policies on standby time compensation shall continue in effect for M-Series bargaining unit employees to whom the policies apply.

18. **Holidays**

1 18.1. Employees shall be granted ten (10) paid holidays each year. The Chief
2 Administrative Officer shall announce annually the paid holidays for
3 employees. An employee must be in a paid status for the full workday
4 immediately before and full workday immediately after the holiday in order to
5 be paid for the holiday.
6

7 18.2. With the written approval of the department director or designee, an
8 employee shall be allowed to take a paid holiday as a floating paid holiday
9 within one (1) calendar year after the holiday.
10

11 18.3. If a paid holiday falls on a Saturday or an employee's first day off, the
12 paid holiday will be observed on the previous Friday or the previous workday.
13 If a paid holiday falls on a Sunday or an employee's last day off, the paid
14 holiday will be observed on the last workday or the next workday as
15 determined by the employee's immediate supervisor after consulting with the
16 employee.
17

18 18.4. Non-exempt employees who are required to work on an observed
19 holiday shall be compensated at the rate of 2 1/2 times their hourly rate
20 including any pay differential.
21

22 18.5. An exempt employee shall only be required to work on a designated
23 holiday if the employee's supervisor determines that the employee's work on
24 the holiday is a work necessity.
25

26 19. **Employee Records**

27

28 19.1. A copy of an employee's performance evaluation or disciplinary action
29 shall be presented to the employee for review and signature prior to being
30 placed in the employee's personnel file.
31

32 19.2. An employee shall be permitted to review the contents of their
33 department and/or Human Resources Department file during normal work
34 hours. Reasonable requests for copies of documents in the file shall be
35 honored and reasonable charges shall be made for the copies.
36

37 19.3. The personnel file maintained in the Human Resources Department
38 (HRD) may be reviewed by hiring supervisors and/or interview panel members.
39

40 19.4. An employee shall have the right to submit written responses to the
41 documents referenced in paragraph (19.1) above that are placed in the
42 employee's departmental or HRD files. The written responses will be placed in
43 the appropriate file.
44

45 19.5. An employee's HRD file shall be the permanent record of an employee's
46 performance with the Employer.

1
2 19.6. An employee may designate in writing a Union representative or another
3 representative of the employee's choice to examine the employee's file.
4

5 20. **Non-Discrimination:** The provisions of this Agreement shall be applied to all
6 employees in compliance with applicable law and Employer policies that prohibit
7 discrimination related to age, race, creed, religion, national origin, gender, disability
8 sexual orientation, veteran status or other protected classes set forth in the
9 Employer's Labor-Management-Relations Ordinance.
10

11 **21. Seniority**

12
13 21.1. City seniority shall be the length of continuous uninterrupted service with
14 the Employer. If an employee is re-hired by the Employer after the employee
15 has been separated from the employer due to resignation or termination for
16 more than thirty (30) days, the employee's official personnel record will reflect
17 a re-hire/adjustment hire date for seniority purposes.
18

19 21.2. Class seniority shall be based on the effective date an employee is
20 placed in the employee's current classification. Class seniority shall be broken
21 by reassignment to another classification.
22

23 21.3. Department seniority shall be the length of continuous uninterrupted
24 service an employee has in the employee's current department. Department
25 seniority shall be broken by reassignment to another department.
26

27 21.4. Division seniority shall be the length of continuous uninterrupted service
28 an employee has in the employee's current division. Division seniority shall be
29 broken by reassignment to another **Division**.
30

31 21.5. Section seniority shall be the length of continuous uninterrupted service
32 an employee has in the employee's current section. Section seniority shall be
33 broken by reassignment to another section.
34

35 21.6. When two (2) or more employees have the same seniority dates for
36 determining job rights, the tie shall be broken by the affected employees
37 drawing lots.
38

39 **22. Classification/Reorganization:**

40
41 22.1. Prior to revising existing classifications or establishing new
42 classifications, the Employer will notify the Union of its anticipated action and
43 offer the Union the opportunity to provide input and recommendations related
44 to whether or not the affected positions shall be included in the Union's
45 bargaining unit. Either party may bring this issue for discussion in the Union-

1 Employer Committee (UEC) if it deems necessary. In the event of a dispute,
2 either party may take the issue to the Labor Board for resolution.
3

4 22.2. An employee may request a position reclassification through the
5 employee's department director and in accordance with the Employer's Rules
6 and Regulations.
7

8 **23. Working Outside Classification:** Under normal circumstances, an employee will
9 not be required to perform duties outside the employee's classification as a regular
10 assignment. However, in unusual or extenuating circumstances, an employee may
11 be required to assume responsibilities outside the employee's classification in
12 order to assist employees who are not members of the M-Series bargaining unit.
13

14 **24. Shift Bidding:**

15
16 24.1 The department directors shall determine whether employees shall be
17 eligible to bid for available shifts. Upon request from the Union steward, the
18 director or the director's designee shall meet with the Union steward to discuss
19 the feasibility of shift bidding. The director or designee shall notify the Union
20 steward which assignments, if any, will be eligible for shift bidding. The
21 director may make the exclusions if the director determines that the
22 operational needs and objectives of the department do not justify shift bidding.
23 If the director authorizes a bid to take place, the director shall have the right to
24 temporarily or permanently reassign an employee to a shift other than the shift
25 to which the employee bid if the director determines that a justifiable reason(s)
26 exists for denying the shift. The director shall also be authorized to identify the
27 specific operational units, if any, that would be eligible for shift bidding. The
28 director's decisions on these matters shall not be subject to the Agreement's
29 Grievance Procedure. At the Union's request, however, the Union Employer
30 Committee (UEC) shall review the director's decision and shall be authorized
31 to modify the director's decision. The UEC shall meet and operate in
32 accordance with the provisions set forth in Section 8 of this Agreement.
33

34 24.1. The Union and the City's Employee Relations Director may agree on other
35 shift bid issues through memoranda of understanding.
36

37 24.2. If the director approves a shift bid, the seniority definition used for a bid will
38 be continuous permanent full-time departmental service within the
39 classification and operational unit affected by the bid. The Union,
40 department director and the Employee Relations Officer may, through the
41 execution of a memorandum of agreement, agree to an alternative definition
42 for a specific classification or operational unit.
43

44 24.3. An employee may exchange a shift with another employee for hardship
45 reasons provided the employees' supervisor approves the exchange.
46 Employee convenience shall not be considered a "hardship" reason.

1
2 24.4. Department directors shall use the following parameters when they consider
3 requests to conduct shift bids:
4

5 24.4.1. The department director shall identify assignments that need to
6 be excluded from the bidding process and notify the Union steward of
7 the exclusion(s). The exclusion(s) may be made if the department
8 director determines in good faith that the assignment requires a specific
9 job skill, license and/or experience that warrant exclusion of the
10 assignment from the bid process. The department director shall have the
11 right to temporarily or permanently reassign an employee to a shift other
12 than the one bid when justifiable cause such as the efficiency of the City
13 service exists.
14

15 24.4.2. The department director shall identify specific employees who
16 would fill these "blocked" positions and would not participate in the bid
17 process.
18

19 24.4.3. After consultation with the Union steward, the department
20 director shall identify the specific operational areas that will have
21 separate bids (e.g., Sun Van, Transit and Maintenance in the Transit
22 Department).
23

24 24.4.4. Each year the employees will vote to determine which seniority
25 definition will be used to govern the bidding process. The department
26 director will be allowed to override the vote if the definition chosen by the
27 employees seriously impacts productivity in the department. If there is a
28 veto, the employees shall be allowed to recommend through another
29 vote an alternative seniority definition to the director.
30

31 24.5. The bidding may take place at any time but normally once a year.
32

33 24.6. Shift bid memoranda of understanding (MOU) reached at the division or
34 department level shall be considered tentative subject to review and
35 approval of the UEC. Approved MOUs reached prior to the execution of this
36 agreement shall continue in full force and effect for the duration of this
37 Agreement.
38

39 24.7. Departments or divisions that experience rotation scheduling shall not be
40 eligible for shift bidding.
41

42 **25. Reduction-In-Force/Layoff/Recall** 43

44 25.1. "Layoff" shall be defined as the involuntary separation of an employee from
45 Employer service as a result of the abolishment of the position, program
46 elimination or lack of funds.

- 1
2 25.2. The Chief Administrative Officer (CAO) and the Director of Human
3 Resources, or their designee, shall be responsible for approving all layoffs
4 and offering transfers or placement offers to employees facing layoff. Prior
5 to the implementation of a layoff or transfers resulting from reductions-in-
6 force (RIF), the CAO, Human Resources Director or their designee shall
7 meet with the Union to discuss the reason(s) for the RIFs, possible
8 alternatives to a layoff, the positions impacted by the RIFs, employees
9 affected, transfer opportunities and employees who will be laid off, if any. If
10 the Human Resources Department and the Employee Relations Office
11 determine that an employee should be transferred to a position for which a
12 special certification or license is required, the employee shall be afforded
13 the opportunity to obtain the required certification or license within a one (1)
14 year period. If the employee does not meet this requirement within one (1)
15 year, the employee shall revert to layoff status unless a vacancy is available
16 in a job for which the employee qualifies.
17
- 18 25.3. Prior to the layoff of a classified non-probationary employee, temporary
19 employees, seasonal employees or students may be terminated.
20
- 21 25.4. An employee who is laid off as the result of RIF shall be provided with at
22 least thirty (30) days written notice prior to the effective date of the layoff.
23
- 24 25.5. When two (2) or more employees are in the same job code in the same
25 department affected by the layoff, the layoff determination shall be made in
26 the following order:
27
- 28 25.5.1. The employee with the shortest length of continuous
29 uninterrupted service with the City;
30
- 31 25.5.2. If this is equal, the employee with the shortest length of
32 continuous uninterrupted service with the department;
33
- 34 25.5.3. If this is equal, the employee with the shortest length of
35 continuous uninterrupted service in the current job code;
36
- 37 25.5.4. If this is equal, the affected employees shall draw lots.
38
- 39 25.5.5. Laid off employees shall have two (2) years recall rights and
40 placement preferences in accordance with Article 13.7.2 of this
41 Agreement.
42
- 43 25.5.6. Laid off employees shall be returned to active service in reverse
44 order of seniority.
45

- 1 25.5.6.1. An employee who is returned to the same or different position but
2 at the same grade as previously held will receive the same rate of
3 pay the employee was receiving at the time of the lay-off.
4
- 5 25.5.6.2. An employee who returns to a different position at a lower grade
6 than that which the employee held at the time of the lay-off will be
7 placed at the same rate of pay or closest highest step of the lower
8 grade not to exceed the maximum of the new grade.
9
- 10 25.5.6.3. An employee who returns to a position in a different pay plan from
11 that which the employee held at the time of the lay-off will be
12 moved to the same or closest rate of pay within the new pay
13 grade of the new pay plan not to exceed the maximum of the new
14 grade.
15
- 16 25.5.6.4. An employee on a recall list will be removed from the list and
17 terminated from employment when the one (2) year recall period
18 has ended without the employee being called back to work; when
19 the employee has refused to accept an offer of employment with
20 the Employer in a position in which the employee is qualified and
21 for which the grade is the same or of comparable pay to that of
22 the position held by the employee at the time of the employee's
23 layoff; when the employee accepts another position with the
24 Employer or when the employee voluntarily resigns from
25 employment.
26

27 26. Vacancies 28

- 29 26.1. Bargaining unit position vacancies shall be posted by the Employer for a
30 minimum of ten (10) working days. The vacancy notice shall include the job
31 code, job title, minimum qualifications, salary range, application instructions
32 and the Employer representative that may be contacted for further
33 information.
34
- 35 26.2. An employee may apply for any advertised vacancy. An Employee shall
36 inform the employee's supervisor when the employee will be attending a job
37 interview. An employee will not be required to inform the employee's
38 supervisor when the employee applies for a vacancy.
39
- 40 26.3. Subject to preferences required by law, preference will be given in filling the
41 same or lower grade to employees that meet the minimum qualifications
42 and have the ability to perform the essential job functions with or without
43 accommodation. Placement preference shall be provided in the following
44 order:
45

- 1 26.3.1. Employees reinstated as a result of administrative board or
2 judicial order;
3
4 26.3.2. Employees returning from active duty in the military;
5
6 26.3.3. Employees transferred as the result of Chief Administrative
7 Officer action;
8
9 26.3.4. Employees returning from a physical layoff;
10
11 26.3.5. Employees returning from a layoff;
12
13 26.3.6. Employees notified of layoff, and
14
15 26.3.7. Employees returning from authorized absence from work without
16 pay.
17

18 **27. Employee Assistance Program**

- 19
20 27.1. The Employer shall continue to provide a confidential Employee Assistance
21 Program (EAP) staffed with licensed professionals. The EAP service shall
22 offer professional assessment and short-term counseling and referral
23 service to assist employees and their immediate family members.
24 Employees may self-refer when they recognize a need for assistance
25 provided the self-referral does not conflict with the Employer's Substance
26 Abuse policy.
27
28 27.2. The Employer shall not take adverse action against any employee on the
29 sole basis of the employee's participation in the program.
30

31 **28. Health and Safety**

- 32
33 28.1. The Employer shall provide safe and healthy working conditions and
34 practices.
35
36 28.2. The Union-Employer Committee (UEC) shall be authorized to charter a
37 health and safety sub-committee(s) as necessary to address issues of
38 health and safety. The health and safety sub-committee(s) shall meet on the
39 tasks needing to be accomplished. Employee members shall attend on paid
40 status if the meeting(s) are held during the normal workday. All
41 recommendations developed by health and safety sub-committees shall be
42 referred to the UEC in a timely manner.
43

- 44 29. **Critical Incident Stress Debriefing:** The Employer shall provide employees
45 critical incident stress debriefing (CISD) when job-related incidents occur that

warrant this assistance. CISD will be provided in a manner that is consistent with Workers Compensation laws and regulations.

30. **Emergency Transportation:** An employee who suffers an on-the-job injury or illness and requires immediate emergency care shall be transported to a treatment facility at no expense to the employee.

31. **Position Specifications:** Employee position specifications shall be placed on the Employer WEB site. Upon request of an employee or the Union, the Human Resources Department shall provide an employee with a copy of the employee's position specification in a timely manner.

32. Training and Education

- 32.1. The Union shall be permitted to appoint one (1) representative to serve on the Employer's Training and Education Committee (TEC). The TEC serves as an advisory committee to the Employer's Director of Human Resources on all employee development matters, including recommending criteria of eligibility and tuition assistance under the Employer's Tuition Assistance program.

- 32.2. Employees may access career counseling and guidance and educational leave and tuition assistance through procedures set forth in the Employer's Rules and Regulations.

33. Privatization and Contracting Out

- 33.1. If the Employer anticipates the contracting out of Employer services on a permanent basis that have historically been performed by bargaining unit employees, the Employer shall notify the Union President in writing of the Employer's intentions no later than thirty (30) days prior to implementing the anticipated action or when the issue is included in the Mayor's annual budget request.

- 33.2. The Union may request to meet and confer with the Employer to discuss the anticipated action prior to implementation. The request shall be granted.

- 33.3. Upon request, the Employer shall provide data and other information in the Employer's possession that is related to the anticipated action and that will assist the Union in its development of a response to the Employer's action.

- 33.4. The Union shall be allowed the opportunity to present arguments and data to the Employer to counter the Employer's anticipated action prior to the Employer's anticipated action.

1 33.5. If the Employer decides to issue a request for proposals (RFP) for
2 contracting out the services, the Union shall be provided with a copy at the
3 same time other vendors are provided a copy.
4

5 34. **Leaves of Absence**

6
7 34.1. **Definition:** For purposes of this Article, workday is defined as an eight (8)
8 hour day for those employees whose normal weekly work schedule consists of five
9 (5) eight (8) hour days or a ten (10) hour day for those employees whose normal
10 weekly work schedule consists of four (4) ten (10) hour days. In the case of conflict
11 with language from the Employer's Personnel Rules and Regulations regarding
12 this provision, the language of this subsection will govern.
13

14 34.2. **Managerial Leave**

15
16 34.2.1. Employees who are exempt under FLSA shall be required to
17 perform certain functions regardless how many hours are required to
18 complete assigned tasks. Departments shall use flexible work
19 schedules, when appropriate, to assist these employees. However,
20 unusual circumstances may occur when an extra demand is placed on
21 an employee that requires work involving a substantial number of hours
22 that cannot be accommodated through flexible work schedules.
23

24 34.2.2. When these unusual circumstances occur, a FLSA exempt
25 employee who is required to perform this work in addition to or outside
26 the employee's regular work schedule shall be eligible for paid
27 managerial leave if approved by the department director. Regularly
28 scheduled meetings or assignments outside of the regular workday shall
29 be considered as justification for managerial leave.
30

31 34.2.3. Managerial leave must be used within one (1) calendar year of
32 the award or the balance will be dropped from the employee's leave
33 record.
34

35 34.2.4. Each City Department shall prepare a Managerial Leave Policy
36 for exempt employees and submit the policy to the City's Chief
37 Administrative Officer (CAO) for approval. Upon request, Union
38 stewards in each department shall be permitted to consult with the
39 department director or the director's designee concerning the contents of
40 the policy prior to submission of the policy by the department to the
41 CAO. The City's Human Resources Department shall assist the
42 departments in the development of the policies
43

44 34.3. **Leave With Pay:** Requests for paid leave will be submitted for approval on
45 the Request for Leave of Absence Form. Requests shall include any
46 necessary documentation. If an employee is absent from duty without prior

1 authorization, the employee shall notify the employee's immediate
2 supervisor and explain the circumstances of the absence no later than one
3 (1) hour after the regularly scheduled time to report to duty or as required by
4 the department. The proper forms shall be completed as soon as possible
5 upon return to work.
6

7 34.4. **Birthday Leave:** Leave with pay for an employee's birthday is
8 authorized for any employee who is in a pay status. The number of hours of
9 authorized birthday leave will be based on the employee's current approved
10 work schedule at the time the employee takes the leave. If the employee's
11 birthday falls on a normal day off, or at the employee's discretion, the
12 employee may request an alternate day off. This alternate day must be
13 approved at least twenty-four (24) hours in advance and must be taken
14 within one (1) calendar year after the actual birthday. Employees
15 categorized as temporary, seasonal, student or part time working less than
16 twenty (20) hours per week are not eligible for birthday leave.
17

18 34.5. **Vacation Leave**
19

20 34.5.1. Vacation leave will accrue on a biweekly basis from the date of
21 current employment. No vacation leave may be granted before it is
22 accrued. Vacation leave will accrue through December 31 each year
23 and the excess of seventy-eight (78) biweekly accruals will be dropped
24 from the record at the end of the pay period containing December 31
25 unless the employee is in Early Retirement or has an effective retirement
26 date of 1/1 of the following year. An employee separating from the
27 Employer's employment will be compensated for the balance of their
28 unused vacation computed to the date of separation. When a legal
29 holiday, which would have been a regular workday for the employee,
30 occurs during vacation, it shall not be charged as vacation leave but as a
31 holiday.
32

33 34.5.2. In the event an employee exhausts their paid vacation leave
34 during a pay period the accruals must be prorated based on the number
35 of paid hours during the pay period. Part-time employees working twenty
36 (20) hours or more per week will receive vacation leave on a prorated
37 basis. Employees categorized as temporary, seasonal, student or part
38 time working less than twenty (20) hours per week are not eligible for
39 vacation leave.
40

41
42 34.5.3. **Scheduling Vacation Leave:** Vacation leave must be
43 approved at least twenty-four (24) hours in advance of the time it is
44 taken unless specified otherwise by the department director in order to
45 accommodate the particular staffing needs of their departments.
46

34.5.4. Vacation Accrual Rate

35. Continuous <u>Service</u>	36. Regular <u>Work</u> <u>week</u>	37. Accrual Per 38. <u>Bi-weekly</u> <u>y</u>	39. Accrual Per 40. <u>Year</u>
41. 0 to 4 years	42. 40 hours	43. 3.85 hours	44. 100 hours
45. 5 to 9 years	46. 40 hours	47. 4.62 hours	48. 120 hours
49. 10 to 14 years	50. 40 hours	51. 5.54 hours	52. 144 hours
53. 15 years and more	54. 40 hours	55. 6.16 hours	56. 160 hours

35.6. Sick Leave

35.6.1. Employees working a forty (40) hour workweek shall accrue sick leave at the rate of 3.70 hours biweekly up to a maximum of 1,200 hours. No sick leave may be granted before it is accrued.

35.6.2. In the event an employee exhausts their paid sick leave during a pay period the accruals must be prorated based on the number of paid hours during the pay period.

35.6.3. Provided the employee has an accrued sick leave balance, sick leave may be granted for absence from duty because of personal illness, illness of a spouse, domestic partner, son, daughter, or parent as these terms are defined in Section 401.11, L. of the Personnel Rules and Regulations. Personal illness is defined to include scheduled doctor's appointments for health examination, evaluation and/or treatment. Doctor's appointments may require documentation. Hours worked in addition to the regularly scheduled workweek will not entitle the employee to additional sick leave benefits.

35.6.4. Part-time employees working twenty (20) hours or more per workweek will receive sick leave on a prorated basis. Employees categorized as temporary, seasonal, student or part time working less than twenty (20) hours per week are not eligible for sick leave.

1 35.6.5. Certification of Sick Leave: Employees absent from work where such
2 absence is chargeable to sick leave, may be required to provide their
3 supervisor with a doctor's statement certifying the absence from work was due
4 to illness or injury and the employee is now able to perform the essential
5 functions of the job. Any employee taking sick leave shall, upon returning to
6 work, complete a Request for Leave form, indicating the type of sick leave
7 claimed and the dates of absence.

8 35.6.6. Employees who make a false claim for sick leave, sign a
9 certificate/statement containing a false statement, refuse to be examined by a
10 doctor selected by the Employer, or fails to cooperate in any investigation by
11 the Employer of their claim for sick leave shall not be entitled to any leave with
12 pay for the time in dispute. Such actions are considered just cause for
13 disciplinary action up to and including termination.

14 35.6.7. Sick Leave Clearance: Employees returning after five (5) or more
15 consecutive workdays of sick leave must submit to the Human Resources
16 Department a release from their personal physician. The Human Resources
17 Department will then refer the employee to the Employer Clinic for a return to
18 work clearance and certification that the employee is able to perform the
19 essential functions of the job. However, nothing will prohibit a supervisor from
20 requesting a sick leave clearance from employees returning for a period of less
21 than five (5) consecutive workdays of sick leave.

22
23 **36.7. Sick Leave Conversion:** The maximum sick leave accumulation for
24 classified employees will be 1,200 hours for a forty (40) hours workweek or a
25 prorated amount for a regular workweek other than forty (40) hours unless
26 otherwise specified by this Agreement.

27 36.7.1. Employees who have reached the specified accumulation levels
28 listed below may exercise one of the available options. The option to
29 convert sick leave will be offered only in November of each year.
30 Employees electing to not convert sick leave will continue to accrue sick
31 leave up to the maximum of 1200 hours.

32 36.7.2. The following conversion formula will be used to convert
33 accumulated sick leave unless otherwise specified in a collective
34 bargaining agreement:

35
36 36.7.3. Sick leave accumulation over 500 hours may be converted at:

37
38 Three (3) hours of sick leave to one (1) hour of vacation, or

39
40 Three (3) hours of sick leave to one (1) hour cash payment.

41
42 36.7.4. Sick leave accumulation over 850 hours may be converted at:

43 Two (2) hours of sick leave to one (1) hour of vacation, or

44 Two (2) hours of sick leave to one (1) hour cash payment.

36.7.5. Sick leave over 1,200 hours must be converted at:
Three (3) hours of sick leave to two (2) hours of vacation, or
Three (3) hours of sick leave to two (2) hours cash payment.

36.8. Sick Leave Conversion at Retirement

36.8.1. An employee may convert 100% of accumulated sick leave to be applied to early retirement leave immediately prior to the effective date of retirement. Refer to Section 403.10 of the Personnel Rules and Regulations.

36.8.2. Employees may convert 100% of both sick and vacation leave accumulation to cash payment at the time of retirement.

36.9. Sick Leave Conversion at Termination

36.9.1. An employee who has an accumulation of sick leave of between 500 hours and the maximum accrual will, upon termination of employment, be allowed to convert accumulated sick leave in excess of 500 hours on the basis of three (3) hours of sick leave to one (1) hour of cash payment. This applies regardless of the option the employee selects in November of each year.

36.9.2. This benefit does not apply to employees terminated for cause. Employees terminated for cause will not be allowed to convert their accrued sick leave to cash payment.

36.10. Sick Leave Death Benefit: Upon the death of a City employee, the City will pay cash to the designated beneficiary (as identified in the City's life insurance policy) for sick leave accrued by the employee. The employee must be in an employment status that authorizes the accrual of sick leave benefits.

36.11. Donation of Sick/Vacation Leave

36.11.1. Donation of sick/vacation leave is designed to assist employees with a minimum of two (2) years continuous service who have exhausted all accrued leave and who have no other paid leave options available. This leave may be granted only in the event of a long-term catastrophic or life-threatening illness or injury to the employee, the employee's spouse, domestic partner, child or parent. Only an employee whose exceptional performance has been established shall be eligible to request leave donations under this program.

36.11.2. Eligibility for Donated Leave: Employees with a minimum of two (2) years service are eligible to request donated leave. To request donated

1 leave, an employee must have exhausted all accrued leave and have no
2 other paid leave options available.

3
4 36.11.3. Leave donations will be granted only in case of a long-term
5 catastrophic or life threatening illness or injury to the employee, the
6 employee's spouse, domestic partner, child or parent. Employees must
7 demonstrate exceptional performance.

8 36.11.4. An employee must not have received donated leave, injury time or
9 hardship leave in the twelve (12) months preceding the request.

10
11 36.11.5. A joint Sick Leave Donation Task Force composed of two (2)
12 Union appointees and two (2) City employees appointed by the Employer
13 shall review requests and submit decisions to the Employer's Human
14 Resources Director for implementation.

15
16 36.11.6. Procedure for Donated Leave: An eligible employee may request
17 a donation of leave by submitting an application to the department director
18 which shall include the following:

19
20 The name, Social Security number and rate of pay of the proposed leave
21 recipient;

22
23 A description of the long-term catastrophic or life threatening illness which
24 has prompted the request for donation of sick/vacation leave to include a
25 medical statement including the diagnosis, prognosis, required treatment
26 and anticipated return to work date;

27
28 The anticipated amount of donated leave the recipient will require; and

29
30 Any other information, which may be required by the department director
31 or the Task Force to make a determination regarding the request.

32
33 The department director will review the request and determine whether the
34 requesting employee meets the eligibility criteria. The department director
35 will submit the application for leave donation to the Task Force for
36 approval.

37
38 The Task Force will review the request and ensure the request is
39 supported with a medical determination regarding the long-term
40 catastrophic or life-threatening situation. If approved, leave donations will
41 first be solicited for a period of two (2) weeks within the department of the
42 affected employee.

43
44 If insufficient leave is donated within the employee's department, the
45 department director and/or the Task Force will request the Human
46 Resources Department recommend to the Chief Administrative Officer that

1 donations be solicited citywide. If approved by the Chief Administrative
2 Officer, leave donations may be solicited from other departments for a
3 period of two (2) weeks.
4

5 The department director will coordinate, with the Payroll Section of the
6 Department of Finance and Administrative Services, the transfer of
7 donated hours provided that employees donating vacation have a
8 sufficient number of accrued hours at the time of transfer. Donated sick
9 leave will be converted in accordance with the sick leave conversion
10 formula provided for in Section 401.4 C of the regulations before
11 transferring hours to the recipient.
12

13 14 36.11.7.Conditions of Donated Leave

15
16 36.11.7.1.Donated leave will be converted to a dollar value and then
17 converted to hours based on the recipient's hourly rate.
18

19 36.11.7.2.Donated leave must be charged to FMLA leave if the recipient
20 has not exhausted the twelve (12) weeks FMLA entitlement.
21

22 36.11.7.3. Donated leave may be requested only one (1) time during a
23 twelve (12) month period.
24

25 36.11.7.4. Recipients of donated leave are responsible for notifying their
26 department director and the Employer Payroll Section of any change in
27 status requiring the termination of donated leave status.
28

29 36.11.7.5.The leave recipient will not accrue vacation or sick leave while
30 on donated leave status.
31

32 36.11.7.6. No new enrollments or increases will be allowed to a deferred
33 compensation account while an employee is on donated leave.
34

35 36.11.7.7. Once an employee returns to work from donated leave, either
36 full time or part-time, all remaining donated hours will be reinstated to the
37 donating employee(s) on a pro-rated basis.
38

39 36.11.7.8. Departments are responsible for ensuring that all
40 relevant auditing and accounting procedures are followed.
41

42 36.11.7.9, Provisions regarding the confidentiality of medical records and
43 information shall govern. Posted solicitation for donated leave will
44 ensure the privacy of medical information. Disclosure of such
45 information may be made only with the express written consent of the
46 affected employee.

36.11.7.10. Donated leave will not be granted as an extension of leave without pay of more than two (2) weeks, injury time or hardship leave. Donation of sick/vacation leave is strictly voluntary. Denial of a request to solicit donated leave is not grievable.

36.12. Bereavement Leave: A maximum of three (3) days sick leave may be used in case of death in the employee, spouse, or domestic partner's immediate family. An additional day may be granted for every 500 miles travel one-way from Albuquerque required to attend funeral services. Leave will be charged to sick emergency and proof of death may be required. For purposes of this section immediate family is defined as spouse, child, stepchild, parent, stepparent, mother-in-law, father-in-law, brother, sister, grandparent, grandchild or any individual for whom the employee is a court appointed legal guardian. It also includes a domestic partner and the child, stepchild, parent, stepparent, brother, sister, grandparent or grandchild of the domestic partner.

36.13. Hardship Leave:

36.13.1. Department directors shall submit requests for hardship leave to the Human Resources Department on behalf of their employees. The Director of Human Resources will forward the request to the Chief Administrative Officer with a recommendation regarding approval. Leave with pay may be granted for a period not to exceed six (6) calendar months to classified and unclassified employees having at least five (5) years of continuous service and twelve (12) calendar months to classified and unclassified employees having at least ten (10) years continuous service upon demonstration of extreme hardship due to a life threatening personal injury or sickness of the employee. Part-time employees working twenty (20) hours or more will receive benefits on a prorated basis. Employees on hardship leave status will not accrue sick and vacation leave.

36.13.2. This leave may be granted only after all other paid leave has been exhausted and only if the employee is not eligible for disability or retirement benefits under PERA or Social Security. The employee must provide written documentation from PERA or the Social Security Administration documenting the denial of benefits. Hardship leave must be reported as FMLA unless the twelve (12) week entitlement has already been exhausted. The period of hardship leave ends when the employee returns to work either full time or part-time. Any additional requests for hardship leave must be submitted as a new request. Hardship leave may not be granted as an extension of donated leave. Only an employee whose exceptional performance has been certified by the department director is eligible for this leave.

1
2 36.13.3. Denial of a request for hardship leave is not grievable.
3
4

5 36.14. **Educational Leave:** If an employee is participating in a program leading
6 towards a degree or certificate that is approved by the Training and Education
7 Committee, the employee's department director may grant educational leave
8 not to exceed four (4) hours per week for a full-time employee in accordance
9 with the Employer's Rules and Regulations. Applications for this leave shall be
10 submitted directly to the Educational leave and Tuition Assistance Program
11 Coordinator. The Coordinator shall submit the application to the department
12 director. If the director denies the request, the director shall submit written
13 reasons for the rejection to the employee.
14

15 **36.15. Injury Time**

16
17 36.15.1. In addition to other employee benefits, employees are eligible to
18 receive injury time benefits subject to the limitations provided in this
19 section.
20

21 36.15.2. Employees who are injured or who suffer an occupational disease
22 in the performance of their duties are eligible for injury time payments the
23 day after the injury (which includes the seven (7) day waiting period
24 required by the Workers Compensation Act) and under all of the following
25 conditions:
26

27 36.15.3. The employee is receiving Workers' Compensation wage
28 loss (temporary total disability) benefits;
29

30 36.15.4. The employee is receiving health care services (treatment) from
31 the health care provider selected by the Employer;
32

33 36.15.5. The health care provider selected by the City certifies the
34 employee is unable to perform the essential functions of the job or that the
35 employee can perform tasks within the Light Duty program; and
36

37 36.15.6. The employee has been temporarily assigned to a light duty
38 function as a result of sustaining a compensable job injury or illness.
39

40 36.15.7. Injury time payments shall not be paid after the death of an
41 employee.
42

43 36.15.8. Payments to the employee will include the Workers
44 Compensation wage loss benefit and the injury time payments provided by
45 the City, which combined, may not exceed the employee's regular wages
46 (gross less statutory deductions). Injury time shall be used only as a

1 supplement payment to Workers' Compensation wage loss (temporary
2 total disability) benefits or temporary light duty assignments.

3
4 36.15.9. The Chief Administrative Officer may withhold injury time benefits
5 to any employee for good and sufficient reason.

6
7 36.15.10. Injury time benefits will be allowed for any on-the-job injury
8 including, multiple injuries from the same accident, prior injury, recurrence
9 or aggravation of an injury or occupational disease.

10
11 36.15.11. Injury time benefits will be allowed for up to and including, but
12 not to exceed 960 hours for the standard forty (40) hour workweek or
13 1,344 hours for a fifty-six (56) hour workweek. Multiple injuries from the
14 same accident will be subject to a maximum of 960 hours. Initial and
15 subsequent injuries to the same body part or function will be subject to a
16 maximum of 960 hours regardless of the number of subsequent events.

17
18 36.15.12. A prior injury is any injury suffered by the employee as a result of
19 a previous accident, illness or injury to one or more body parts.

20
21 36.15.13. An employee shall be charged injury time on the basis of their
22 current approved schedule for each workday. Such time including light
23 duty shall not exceed the maximum hours in their regular workweek. If the
24 employee has a regular workweek of other than forty (40) hours, or a
25 regular workday of other than eight (8) hours, the injury time charged and
26 the maximum hours of injury time shall be prorated.

27
28 36.15.14. Upon exhaustion of injury time, sick leave may be used to
29 supplement Workers' Compensation wage loss (temporary total disability)
30 benefits. If sick leave is used to supplement Workers' Compensation
31 wage loss (temporary total disability) benefits, it shall be charged on the
32 basis of the number of hours in their current approved schedule for each
33 workday, not to exceed forty (40) hours in a workweek. If the employee's
34 regular workweek is other than forty (40) hours the sick leave charge shall
35 be prorated.

36
37 36.15.15. Upon the denial or exhaustion of injury time and the exhaustion
38 of sick leave, all accrued vacation hours will be paid in a lump sum and the
39 employee transferred to physical layoff.

40
41
42 36.15.16. If an employee has a disability as defined by the Americans with
43 Disabilities Act (ADA), consideration will be given as to whether a
44 reasonable accommodation can be made prior to transferring to physical
45 layoff.
46

1 36.15.17. The receipt by the employee of injury time payments from the
2 Employer shall operate as an assignment to the Employer against any
3 amount collected through a settlement or court action by the employee
4 against a third party causing the injury or disease. The City may proceed
5 against a third party in its own name to collect reimbursement of injury time
6 payments. The failure of any employee to cooperate with the Employer in
7 any legal or other action is considered just cause for disciplinary action up
8 to and including termination.
9

10 36.15.18. Employees on a temporary Light Duty assignment working
11 twenty (20) hours or more per week will be eligible for sick and vacation
12 accruals on a prorated basis.
13

14 36.15.19. Authorized absences for employees while on Light Duty will be
15 charged to the appropriate leave category. Such absences will not be
16 charged to Light Duty/Injury time.
17

18 36.15.20. Employees on injury time, excluding Light Duty, will not earn
19 service credit towards retirement through PERA.
20

21 36.15.21. Injury time, excluding Light Duty, will be charged to FMLA.
22

23 36.15.22. Employees who are on injury time status for more than two full
24 pay periods, excluding light duty assignments of twenty (20) hours or more
25 per week, shall not accrue sick or vacation leave.
26

27 36.15.23. Employees categorized as temporary, seasonal, student or part-
28 time working less than twenty (20) hours per workweek, are not eligible for
29 injury time benefits.
30

31 36.15.24. A decision to withhold injury time payments to any employee is
32 not grievable.
33

34 **36.16. Leave to Vote:** 35

36 36.16.1. Employees will be granted leave to vote in accordance with New
37 Mexico law. Department directors should schedule time taken to vote so
38 that offices remain open during normal working hours and the work of the
39 department is affected as little as possible. Departments will not grant time
40 off with pay to any employee whose normal workday begins more than two
41 (2) hours after the opening of the polls, or ends more than three (3) hours
42 prior to the closing of the polls. Time taken off for voting can be used for
43 no other purpose.
44

1 36.16.2.Department directors must grant this time off for voting if
2 requested by employees registered to vote. Proof of registration and
3 eligibility may be required.
4

5 36.16.3.Abuse of this time is considered just cause for disciplinary action
6 up to and including termination.
7

8 **36.17. Military Leave** 9

10 36.17.1. The Employer grants military leave with pay to employees who
11 are members of the National Guard, Air National Guard or any organized
12 reserve unit of the Armed Forces of the United States, including the Public
13 Health Service, to participate in annual training. The Employer also grants
14 military leave to employees who are members of unorganized reserve
15 components, as sanctioned by the State of New Mexico or the Federal
16 Government for the purpose of attending organized courses of instruction
17 or training. Employees called to active duty in emergencies declared by
18 the Governor or the President will receive military leave with pay.
19

20 36.17.2.Military leave for these purposes will not exceed fifteen (15)
21 workdays in each federal fiscal year, October 1 - September 30. A
22 workday is considered eight (8) hours for purposes of military leave. This
23 leave is in addition to other authorized leave, when an employee is
24 ordered to active duty training with such units. Employees working part-
25 time will receive military leave on a prorated basis. Once the fifteen (15)
26 workday period is used, the employee is on leave without pay for the
27 remainder of the absence. Military leave is paid at the employee's
28 straight-time rate of pay for a forty (40) hour workweek. Time in active duty
29 status with the military will not count toward completion of probation.
30

31 36.17.3. Military Leave without Pay: The Employer shall grant military
32 leave of absence as required by Federal law to employees who are
33 required to serve on active duty as part of a Reserve or ROTC obligation
34 or who voluntarily enlist for military service. Military leave for these
35 purposes and any other purpose not specified in 402.2.A is leave without
36 pay. Military leave without pay is limited to a cumulative five (5) years
37 during the course of the employee's employment. Any single period of
38 leave is limited to the period of the tour of duty plus the time allowed by
39 law for the employee to request reinstatement to employment. Employees
40 may choose to use accrued vacation for part of the leave.
41

42 36.17.4. Request for Military Leave: To request a military leave of
43 absence, the employee or his or her designated representative must
44 attach a copy of the orders to a written request for military leave. In the
45 event official orders are not issued the employee will be required to

1 provide verification of attendance from their commander. All requests
2 must be approved by the Human Resources Director.
3

4 **36.18. Jury Duty:** Employees who are called to serve on jury duty during
5 normal work hours shall be paid at their regular pay for the time served as
6 a juror. Employees shall reimburse the Employer for all compensation
7 received for such service performed during normal work hours. Employees
8 are responsible for notifying their supervisor of jury duty as soon as
9 possible. Supervisors should adjust the employee's work schedule to
10 Monday through Friday, 8:00 am to 5:00 pm, to accommodate the required
11 jury duty.
12

13 **36.19. Blood Donation leave:** An employee donating blood during an
14 organized Employer sponsored blood drive will receive two (2) hours leave
15 with pay for donating blood. Employees shall be required to obtain prior
16 approval of their immediate supervisors for the leave through the submittal
17 of a Request for Leave of Absence form accompanied by the donation
18 certificate.
19

20 **36.20. Administrative Leave**

21
22 36.20.1. Chief Administrative Officer approval must be obtained prior to
23 placing an employee on administrative leave.
24

25 36.20.2. Administrative leave with pay may be authorized for a loaned
26 executive. A written request for a loaned executive must be submitted to
27 the Chief Administrative Officer, which includes the period of time, direct
28 benefit to the Employer, and the specialty or expertise requested. The
29 Employer will negotiate the terms and conditions of the loaned executive
30 including salaries, benefits and operating expenses.
31

32 36.20.3. Requests for a loaned executive will be for a period not to exceed
33 six (6) months, however the Chief Administrative Officer may extend the
34 term under exceptional circumstances. The loaned executive will prepare
35 and submit a report of accomplishment to the Chief Administrative Officer
36 and department director upon completion of the assignment.
37

38 36.20.4. Administrative leave with pay may be authorized by the Chief
39 Administrative Officer for services or activities of employees outside the
40 scope of their employment, which can reasonably be anticipated, directly
41 or indirectly, to benefit the Employer. Such leave will not exceed eighty
42 (80) hours.
43

44 36.20.5. An employee may be placed in administrative leave status during
45 the period of an investigation. Such leave may be given with or without
46 pay for good and sufficient reason that the Chief Administrative Officer

1 considers to be in the best interest of the Employer's service.
2 Administrative leave during an investigation shall be limited to thirty (30)
3 workdays. Administrative leave in excess of fifteen (15) workdays shall
4 require approval by a committee composed of the Director of the Human
5 Resources Department, the Director of the Office of Employee Relations
6 and the City Attorney or their designees. During this period of time, the
7 Chief Administrative Officer may assign the employee duties and
8 responsibilities that are of benefit to the Employer.
9

10 **36.21. Family and Medical leave (FMLA):** Family and medical leave (FMLA)
11 shall follow the provisions of the February 1, 2001 City Personnel Rules and
12 Regulations.
13

14 **Unpaid Leave Status**

16 **36.22. Leave of Absence**

17
18 36.22.1. Employees may be granted an unpaid leave of absence of up to
19 six (6) months under certain conditions. To be eligible for this benefit, an
20 employee must have twelve (12) months of continuous uninterrupted
21 active employment immediately prior to the effective date of the leave of
22 absence. A leave of absence under this section will not be granted for
23 FMLA qualifying absences. The Chief Administrative Officer must
24 approve requests for a leave of absence for thirty (30) calendar days or
25 more but not exceeding six (6) months. The position of an employee on
26 an approved leave of absence will be held for the employee until the
27 employee's return to work. Vacation and sick leave balances will be held
28 for the employee and will not be cashed out before or during the leave of
29 absence. Employees will not accrue additional sick leave or vacation
30 leave, or any other benefits while on a leave of absence. Employees
31 must pay contributory benefits directly when in an unpaid status.
32 Employees may not withdraw PERA contributions while on a leave of
33 absence.
34

35 36.22.2. A leave of absence will only be granted if the department
36 director certifies the department can continue to provide the required
37 services during the employee's absence. Vacation, sick, donated leave
38 or hardship leave may not be used to extend a leave of absence.
39

40 36.22.3. Failure to return to work after an approved leave of absence
41 will result in termination. A Leave of Absence will not count as service
42 credit for PERA retirement purposes. Employees categorized as
43 temporary, seasonal, student or part-time employees working less than
44 twenty (20) hours per week are not eligible for a leave of absence.
45

46 **36.23. Leave Without Pay**

1
2 36.23.1. An employee may be granted leave without pay under certain
3 conditions. Requests for leave without pay of up to two (2) calendar
4 weeks may be approved by the department director. The Chief
5 Administrative Officer must approve requests for more than two (2)
6 calendar weeks but not exceeding twelve (12) months.
7

8 36.23.2. Employee may be granted leave without pay due to sickness or
9 disability when certified by a qualified doctor of medicine, to attend school
10 when it is clearly demonstrated the subject matter is directly job related, for
11 additional vacation time or for good and sufficient reason which the Chief
12 Administrative Officer considers to be in the best interest of the City.
13

14 36.23.3. Except under unusual circumstances, voluntary separation to
15 accept employment outside the City service shall be considered
16 insufficient reason for granting leave without pay. Employees may not be
17 granted leave without pay as an extension of physical layoff.
18

19 36.23.4. Employees must exhaust all accrued vacation and other paid
20 leave, with the exception of sick leave prior to receiving approval for leave
21 without pay. If the request for leave without pay is related to a health or
22 medical condition then all accrued sick leave must also be exhausted prior
23 to receiving approval for leave without pay.
24

25 36.23.4. Positions will not be held open for employees that are granted
26 leave without pay for more than thirty (30) days. It will be the employee's
27 responsibility to contact the Human Resources Department no later than
28 thirty (30) days prior to the end of the leave without pay period in order to
29 allow sufficient time to locate an equal or lesser position, if possible.
30

31 36.23.5. The Human Resources Department will attempt to locate a
32 position of equal or lesser grade or comparable pay to the employee's
33 previous position.
34

35 36.23.6. Employees on leave without pay for eight (8) hours or more per
36 pay period will not accrue sick or vacation leave or any other benefits.
37 Employees must directly pay full contributory benefits when in an unpaid
38 status for one (1) full pay period. Leave without pay will not count as
39 service credit for PERA retirement purposes.
40

41 36.23.7. Leave without pay granted to a probationary employee is limited
42 to sixty (60) calendar days and will result in the extension of the
43 probationary period for an equal period.
44

45 36.23.8. An employee who fails to contact the Human Resources
46 Department no later than thirty (30) days prior to the end of the leave

1 without pay period or who refuses to accept an offer of placement into a
2 position of equal pay or comparable grade will be terminated.

3
4 **36.24. Absence Without Authorized Leave:** An employee who is
5 absent from work without prior approval of the supervisor will be considered
6 absent without authorized leave. Such leave will be subject to disciplinary
7 action up to and including termination.
8

9 **37. Benefits**

10
11 37.1. The Employer shall assume insurance premium costs for employees
12 in accordance with the following schedule:

13
14 i. The Employer shall assume 80% of the group health and dental
15 insurance programs.

16
17 ii. The Employer shall assume 100% of the group life insurance
18 program.

19
20 iii. The employee shall assume 100% of the Optional Supplemental
21 Life Insurance premium.
22

23 37.2. During the 2007 and 2008 Fiscal Years, the City shall assume eighty-
24 three percent (83%) of the group health and dental insurance premiums.
25 This commitment shall expire on June 30, 2008
26

27 **38. Insurance**

28 38.1. **Group Life Insurance:** Employees hired into classified or
29 unclassified positions working twenty (20) hours or more per week,
30 receive life insurance protection effective the date of hire at no cost to
31 the employee. The amount of protection is determined according to
32 the employee's basic annual earnings. Protection will be adjusted
33 annually, if necessary, to correspond to pay rate changes. Upon
34 terminating the group life insurance will cease on the last day of
35 employment. Upon retirement an employee will continue to be
36 covered by the Employer's plan at no cost to the employee.
37 Coverage will be one-half of the coverage reflected on the most
38 recent annual life insurance adjustment report immediately prior to
39 retirement. Employees categorized as temporary, seasonal, student
40 or part-time working less than twenty (20) hours per week are not
41 eligible to participate in the Group Life Insurance programs.
42

43 38.2. **Supplemental Life Insurance:** Employees working twenty (20) hours
44 or more per week, their spouses and dependent children may
45 participate in supplemental life insurance program offered by the City.
46 Spouse, domestic partner and dependents are eligible to be included

on the same date the employee becomes insured, within thirty-one (31) days of the date the employee acquires an eligible dependent, during the annual open enrollment period or upon a qualifying event. Other enrollments or changes may be made at any time. However they are subject to approval by the insurance company underwriter. The total premium cost is the responsibility of the employee with no contribution by the Employer.

38.2.1. Supplemental life insurance will continue through the end of the pay period in which the employee terminated. Conversion may be made to an individual policy when City employment ceases.

38.3. Employees categorized as temporary, seasonal, student or part-time working less than twenty (20) hours per week are not eligible to participate in the Supplemental Life Insurance programs.

38.4. Health and Dental Insurance

Employees in classified or unclassified positions working twenty (20) hours or more per week are eligible for health and dental insurance. Employees may enroll without a medical examination within thirty-one (31) days of the date on which employment begins or during the annual open enrollment period.

38.4.1. Coverage begins on the first day of the pay period immediately following submittal of enrollment documents when enrollment forms are submitted within the thirty-one (31) day eligibility period but after the first day at work. If new hires elect to submit the enrollment forms before their first day of work, coverage may then begin on the first day of work. Spouse, domestic partner and dependents are eligible to be included on the same date the employee becomes insured, within thirty-one (31) days of the date the employee acquires an eligible dependent, during the annual open enrollment period or upon a qualifying event. All information recorded by the insured on the City enrollment form is subject to verification. The Employer and the employee share the cost of contributory premiums. The Employer retains the right to modify the plan of benefits or premium structure during annual renewal negotiations.

38.4.2. Employees are required to notify the Employer's Insurance and Benefits Office of a divorce, legal separation or changes in status of a dependent child within thirty (30) days after the date of the event. Failure to provide

notification will result in cancellation of benefit coverage for dependents.

38.4.3. Under the Health Insurance Portability and Accountability Act (HIPPA) an employee may enroll within thirty-one (31) days of the date the employee marries or acquires a child through birth or adoption.

38.4.4. Employees categorized as temporary, seasonal, student, intern, or part-time working less than twenty (20) hours per week are not eligible to participate in the Group health or dental Insurance programs.

38.5. **Reinstated Employees:** Employees reinstated, as the result of an administrative or judicial action must contact the Employer's Insurance Office within thirty-one (31) days of reinstatement to arrange for health care benefits if there was participation prior to cancellation of benefits. Documentation authorizing the reinstatement must be provided to the Employer's Insurance Office at the time of enrollment.

38.6. **Loss of Non-City Sponsored Health Care Coverage:** Employees working twenty (20) hours or more per week and/or eligible dependents covered under a non-Employer sponsored health care plan that is terminated through no fault of the insured may enroll under a Employer health care plan within thirty-one (31) days of termination of prior coverage. Employees must submit proof of prior coverage and proof of termination of coverage.

38.7. **Payment of Insurance During Leave Without Pay:** Employees in an unpaid status for one (1) full pay period or longer must make arrangements for direct payment of contributory insurance benefits. Failure by employees to make direct payments will result in cancellation of optional contributory insurance coverage. Employees will not be allowed to re-enroll until the next open enrollment period.

38.8. **Payment of Insurance While on Military Leave:** The Employer will continue to contribute its share of insurance premiums for the first thirty (30) days of military leave without pay. After that, an employee may choose to continue Employer health insurance for up to eighteen (18) months by making direct payments of the entire premium. Upon reinstatement after tour of duty, employees are permitted to re-enroll.

39. Continuation of Health Insurance

- 1 39.1. The Consolidated Omnibus Budget Reconciliation Act (COBRA) of
2 1986 provides for the continuation of health care coverage for a
3 covered employee and covered dependents due to a qualifying event
4 that causes loss of health coverage.
5
6 39.2. To be eligible for COBRA coverage, the qualified beneficiary must be
7 enrolled in the Employer's group health plan on the day before the
8 qualifying event takes place, or a child is born to or placed for
9 adoption with a covered employee during the COBRA coverage
10 period.
11
12 39.3. A qualifying event is defined as termination of employment (other
13 than for gross misconduct) or reduction in hours of employment;
14 death of a covered employee, a divorce or legal separation of a
15 spouse from a covered employee; entitlement to Medicare of a
16 covered employee; the child no longer satisfies the plan's definition of
17 a dependent child.
18
19 39.4. COBRA continuation coverage may be available for eighteen (18)
20 months in the event of termination or thirty six (36) months in the
21 event of death, divorce/legal separation, entitlement to Medicare or
22 loss in dependent status.
23
24 39.5. The covered employee or dependent is required to notify the
25 Employer's Human Resources Department, Insurance and Benefits
26 Office of a divorce, legal separation, or change in the status of a
27 dependent child within sixty (60) days after the date of the event. If
28 notification is not received within this time period, COBRA
29 continuation coverage will not be provided.
30
31

32 **40. Incentive Programs:**

33 34 40.1. Employee Incentive Program

- 35
36 40.1.1. The Employer may develop methods of rewarding
37 employees through a reward, bonus, leave with pay or any
38 other form of award or extra compensation, in addition to
39 the regular benefits entitled a classified or unclassified
40 employee, as long as all of the following conditions are
41 met:
42
43
44

- 1 40.2. The award results from a pre-existing plan or program authorized by
2 the Chief Administrative Officer which sets up a specific criteria for
3 such extra compensation; and
4
- 5 40.3. Employees render service that is outside of and in addition to the
6 normal requirements and expectations of their employment; and
7
- 8 40.4. The Employer reasonably anticipates some tangible or intangible
9 benefit from such service.
10
- 11 40.5. At the discretion of the director, departments choosing to implement
12 an employee incentive program shall present to the Chief
13 Administrative Officer a specific plan for approval. These plans shall
14 include, but not be limited to, the following:
15
- 16 40.6. The method of selection of awardees, including the composition of
17 selection boards.
18
- 19 40.7. The criteria under which employees will be nominated as well as
20 ultimately selected, as awardees.
21
- 22 40.8. The suggested frequency with which it is proposed these awards will
23 be given.
24
- 25 40.9. The anticipated number of employees who will be honored at a given
26 frequency.
27
- 28 40.10. The amount of leave with pay to be granted by the department.
29
- 30 40.11. The amount of cash award to be made available to awardees.
31
- 32 40.12. The amount of leave with pay and the amount of cash awarded may
33 be up to three (3) days of paid leave and up to \$750 per employee.
34 Programs may offer leave with pay or cash awards or both.
35 Department directors, assistant directors, division and program
36 heads, and others of similar rank are excluded from departmental
37 incentive award programs.
38
- 39 40.13. Upon approval of a department's incentive program, the Chief
40 Administrative Officer will recommend the amount of funds to be
41 budgeted to the department for implementation of the program.
42 Award of any funds beyond the budgeted amount will require the
43 prior approval of the Chief Administrative Officer.
44
- 45 40.14. Department directors are responsible for administering these
46 programs to enhance operational performance and productivity. This

1 regulation does not govern programs sponsored by service clubs or
2 similar service groups and pertains solely to the use of City funds as
3 incentives for employees. Departments may grant each individual
4 within a team or group an award based on the above amounts.
5

6 40.15. Failure to receive an award under this Section is not grievable.
7

8 40.16. Sick Leave Incentive Leave

9 Employees must have been employed with the Employer for six
10 (6) consecutive months in order to participate in the sick leave
11 incentive program as follows:
12

13 40.17. Employees utilizing zero (0) hours of sick leave for six (6)
14 consecutive months will be awarded eight (8) hours of vacation
15 leave.
16

17 40.18. Employees utilizing less than or equal to 12.5 percent of accrued sick
18 leave over six (6) consecutive months will be awarded four (4) hours
19 of vacation leave.
20

21 40.19. Part-time employees transferring to full-time positions within the
22 specified six (6) consecutive month period will receive sick leave
23 incentive as if they had been full-time employees for the entire six (6)
24 month period.
25

26 40.20. Departments will review sick leave usage twice a year for the
27 periods, July 1 through December 31 and January 1 through June
28 30.
29

30 40.21. Employees on injury time are not eligible for incentive leave with the
31 exception of light duty and FMLA.
32

33 40.22. Employees on suspension or administrative leave resulting from a
34 disciplinary action that is sustained through administrative or judicial
35 process will not be eligible for incentive leave.
36

37 40.23. Employees utilizing donated leave will not be eligible for incentive
38 leave unless the donated leave was used for FMLA purposes.
39

40 40.24. Part-time employees working twenty (20) hours or more per week, if
41 eligible, will receive incentive leave on a prorated basis.

42 40.25. This regulation shall be the only means of providing sick leave
43 incentive for City employees.
44

1 40.26. Employees categorized as temporary, seasonal, student or part-time
2 working less than twenty (20) hours per week are not eligible to
3 participate in the sick leave incentive program.
4

5 **41. Early Retirement:** Early Retirement Immediately prior to retirement from active
6 service with the Employer: an employee may take leave with pay equivalent to
7 the amount of sick and vacation leave the employee has accumulated.
8 Employees who are eligible for retirement and are under the provisions of this
9 Agreement will be governed by the provisions of this Agreement. Employees
10 should plan to begin processing for retirement at least six (6) months prior to the
11 projected date of retirement. Any employee eligible to retire within five (5) years
12 may attend the retirement counseling sessions conducted by the Employer. The
13 Employer will disseminate information regarding the session to employees on a
14 periodic basis.
15

16 41.1. Employees in Early Retirement are not entitled to salary increases
17 afforded other employees.
18

19 41.2. Employees in Early Retirement are entitled to all benefits except
20 vacation and sick leave accruals, donated leave and hardship leave.

21 **42. Per Diem and Mileage:** The Employer's current policies on per diem and
22 mileage shall continue in effect for all M-Series bargaining unit employees.
23

24 **43. P.E.R.A.**
25

26 43.1. The City will continue to provide P.E.R.A. Municipal General member
27 Coverage Plan 3 to all employees. The City will pay seventy-five
28 percent (75%) of the Employee's portion with the Employee paying
29 the remaining twenty-five percent (25%).
30
31
32

33 **44. Wages**
34

35 **44.1.** Effective June 24, 2006, the City approved salary schedule for
36 bargaining unit employees shall be increased by 3.5% in a manner
37 agreed to by the parties.
38

39 **44.2.** Effective July 1, 2007, the City approved salary schedule for
40 bargaining unit employees shall be increased by 3.5% in a manner
41 approved by the parties.
42

43 **44.3.** There shall be no step movement on the salary schedule for the
44 duration of this Agreement.
45

46 **44.4.** The following longevity pay shall be paid to eligible employees:

1
2 **44.4.1.** Each employee with five (5) continuous years
3 service with the Employer shall receive fifty dollars
4 (\$50.00) each pay period.

5 **44.4.2.** Each employee with ten (10) continuous years
6 service with the Employer shall receive seventy-five dollars
7 (\$75.00) each pay period.

8 **44.4.3.** Each employee with fifteen (15) continuous years
9 service with the Employer shall receive one hundred
10 dollars (\$100.00) each pay period.

11 **44.4.4.** Each employee with twenty (20) or more continuous
12 years service with the Employer shall receive one hundred
13 twenty-five dollars (\$125.00)} each pay period.

14
15 **45. Temporary Upgrades:**

16
17 45.1. Employees shall not be required to perform duties of a higher
18 classification as a regular assignment. However, when a bargaining
19 unit employee is assigned to temporarily work in a higher classified
20 bargaining unit position, the Employer shall select a bargaining unit
21 employee based on qualifications. In cases where qualifications are
22 equal, the determining factor shall be class seniority within section or
23 within division where sections do not exist. Employees who have
24 been qualified for the temporary upgrade shall be assigned to the
25 upgraded position on a rotational basis. The rotation shall be based
26 on a division seniority basis and in a manner consistent with the
27 City's Personnel Rules and Regulations.

28
29 45.2. The Employer shall compensate the bargaining unit employee
30 temporarily assigned to working at the higher classification at a one
31 (1) step increase per grade increase in addition to all applicable
32 differentials and overtime. An employee may not be upgraded to a
33 position more than two (2) grades higher than the employee's current
34 classification. The upgrade will be paid when the position has been
35 vacant and/or the incumbent is absent for a minimum of forty-five
36 (45) days.

37
38 45.3. The temporary upgrade rate shall be implemented as quickly as
39 possible.

40
41 45.4. The temporary upgrade shall not exceed ninety (90) calendar days
42 unless extended by mutual agreement of the parties.

43
44 **46. Complete Agreement**
45

1 46.1. This Agreement relates to the employees of the City of Albuquerque
2 in the designated collective bargaining unit. The parties do hereby
3 acknowledge that this Agreement represents an amicable
4 understanding reached by the parties as the result of negotiations of
5 the parties as provided in the Employer's Labor-Management
6 Relations Ordinance.
7

8 46.2. This Agreement replaces in its entirety any and all previous
9 Agreements and represents the only Agreement of the parties hereto.
10 When any conflicts occur, this Agreement shall govern as provided
11 by the Employer's Labor-Management Relations Ordinance.
12

13 46.3. The parties agree that all issues subject to negotiations and
14 consideration by the parties have been addressed during the
15 negotiations leading to this Agreement. Neither party shall be
16 required to negotiate on any matter during the term of this Agreement
17 unless otherwise specifically mandated by another provision of this
18 Agreement. This limitation shall apply to any matter, whether or not
19 the issue is addressed in this Agreement.
20

21 46.4. Under normal circumstances, the Union will be given prior notice of
22 proposed changes in City or department-wide written policies that
23 directly affect bargaining unit employee working conditions. The
24 Union will be given fourteen (14) days from the time of notice to
25 provide input. This input period may or may not delay
26 implementation, but may require revision or cancellation of the
27 originally proposed policy. The parties may agree to extend time
28 limits by mutual consent.
29

30 46.5. The Union will be allowed to provide input through the Office of
31 Employee Relations on all changes in policies, rules and handbooks.
32

33 47. **Savings Clause:** If any part of this Agreement is determined by the Employer's
34 Labor-Management Relations Board or a court of competent jurisdiction to be in
35 violation of law, that part of the Agreement shall be considered null and void. All
36 other provisions of the Agreement shall remain in full force and effect. If either
37 party wishes to re-negotiate the provision(s) determined to be in violation of law,
38 that party shall notify the other party of its intent to re-open negotiations on that
39 provision(s) only. The parties shall meet in good faith and in a timely manner to
40 re-negotiate the provision(s).
41

42 48. **Term of Agreement**

43

44 48.1. This Agreement shall become effective on July 1, 2006 for all
45 purposes unless otherwise provided in this agreement and shall

1 remain in full force and effect through 12:00 midnight on June 30,
2 2008.

3
4 48.2. Either party may open negotiations for a successor agreement in
5 accordance with the Employer's Labor-Management Relations
6 Ordinance provision which requires the initiating party to notify the
7 other party of its intent at least sixty (60) days prior to the expiration
8 of this Agreement.
9

10 **49. Memoranda of Understanding**

11
12 The parties may execute memoranda of Understanding (MOUs) during the term of
13 this agreement. The MOUs will expire no later than the termination sate of this
14 Agreement.
15

16
17 **50. Signatures:**

18
19 50.1. IN WITNESS WHEREOF, the parties have entered their names and
20 affixed the signatures of their authorized representatives on this ____
21 day of _____, 2006.
22

23 City of Albuquerque

AFSCME

24
25 _____
26 Marin J. Chavez, Mayor

Andrew E. Padilla, President
AFSCME Local 3022

27
28
29 Form Reviewed by Legal Dept.
30
31
32
33 _____
34 City Attorney

35
36
37 (Seal)
38
39
40 _____
41 City Clerk

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15
16 **Appendix A. Memorandum of Understanding (Physical Examination)**
17

18 Each employee may utilize one-half (1/2) day paid leave during the FY '07 for the
19 purpose of undergoing a physical examination. The leave shall not be deducted from
20 the employee's accumulated paid leave. Medical documentation by the employee will
21 be required.
22

23 **Appendix B. Memorandum of Understanding (Medical Benefits)**
24

25 During the July 1, **2006** through June 30, **2008** fiscal year, the City shall assume
26 eighty-three percent (83%) of the premium for the City approved health and dental
27 insurance plans chosen by each employee. This MOU and the eighty-three percent
28 (83%) commitment shall expire on June 30, **2008**.